

COMMERCIAL TERMS AND CONDITIONS – OPTIC-ARENA

1. Introductory Provisions

- 1.1. These General Commercial Terms (hereinafter the “GCT”) regulate the contractual relationship between an entrepreneur – a natural person or legal entity (hereinafter the “Customer”) and Digital Arena srl, operating on the market with the commercial name Optic-Arena, headquartered in Pordenone - Piazzetta Ado Furlan 4 VAT nr. 01843750934 (hereinafter the “Seller”) on the basis of a purchase agreement or a contract for work.
- 1.2. By concluding the Agreement or an addendum thereto, the Customer confirms that he or she was familiarized with wording of these GCT, accepts them and agrees with them, and that the Customer shall adhere to the provisions thereof. By concluding the Agreement, the Customer also confirms that he or she was informed beforehand of the existence of the GCT and was able to become familiar with them.
- 1.3. In the event of a dispute between the individual provisions of these GCT and the individual provisions of the Agreement, the provisions of the Agreement shall take precedence

2. Concluding an agreement

- 2.1. The Agreement between the Seller and the Customer is concluded on the basis of an order of the Customer made normally through the web platform made available by the seller on the website www.optic-arena.com and at the conditions there contained. The contract can as well be concluded by an order received via telephone, via fax, via email, or a written order compiled by the Customer on the basis of a valid price list of the Seller. An order shall be considered a draft of an Agreement and shall become binding if confirmed by the Seller.
- 2.2. Before concluding a first Agreement, the Customer shall be obliged to register with the Seller, where the Customer will be given a unique customer number. The Customer may only order goods upon prior registration with the Seller, or as a registered user via the Customer’s account.
- 2.3. The Customer compiles an order for goods. Every Customer order must contain at least the following relevant data:
 - 2.3.1. identification data of the Seller and the Customer, including commercial name/name and surname, registered office/place of business, identification number, tax identification number;
 - 2.3.2. The Seller’s assigned customer number to the Customer;
 - 2.3.3. A link to a general agreement if concluded;
 - 2.3.4. Description of the ordered goods;
 - 2.3.5. The required quantity of goods, including their technical specifications;
 - 2.3.6. With the place of delivery of the goods, it shall be considered that unless agreed otherwise, it shall be the registered office of the Customer;
- 2.4. If an order does not contain the required data, it shall not be considered a proper order, and it will therefore not be possible to confirm it in the manner in which the Customer

sent it. In such a case the Seller shall immediately contact the Customer in order to remove defects to the order. If the defects cannot be removed, the order will not be taken into consideration.

- 2.5. If an order is confirmed to the Customer, an Agreement is concluded between the Parties. If the Seller confirms an order for only part of the goods, an Agreement will be established between the Parties for the goods specified in the confirmed part of the order. If a change other than simply decreasing the quantity of goods occurs in an order confirmation, to which an individual Agreement is to relate, this will constitute a new draft of an Agreement. If an order confirmation of the Seller contains changes, it shall be considered that the Customer accepted them if the Customer did not expressly refuse them within 3 days from the delivery of the order confirmation. The acceptance of the Seller's offer with an addition or deviation on the part of the Customer which changes (albeit insignificantly) the conditions of the Seller's offer, shall not constitute acceptance of the Seller's offer. The Agreement shall be concluded after an agreement is reached on all of its requisites. The Customer's acceptance of the Seller's offer must not contain any additions, exceptions, restrictions, deviation or changes, and it must not reference different commercial terms than these GCC. If the Agreement is concluded in a form other than in writing, the Agreement shall only be considered concluded with the content that the Parties have agreed on, or which the Seller confirmed to the Customer in writing in his confirmation.
- 2.6. After confirming an order, the Seller reserves the right to impart to the Customer that the ordered goods cannot be delivered. If the Seller is unable to deliver the ordered goods and if possible, the Seller shall offer to the Customer adequate substitution for the ordered goods. The Customer shall either express consent to the delivery of the substitute goods and then the Agreement shall be concluded the subject of which is the delivery of substitute goods, or the Customer will not agree with the delivery of the substitute goods and will then be entitled to withdraw from the concluded Agreement.
- 2.7. Any change to the content of the Agreement shall only be possible in writing on the basis of an addendum to the Agreement signed by both Parties. Before signing an addendum to the Agreement, the amount of any extra costs incurred in concluding an addendum will be enumerated and mutually approved, and this amount corresponding to the agreed extra costs will be explicitly stated in the addendum to the Agreement. By signing the addendum, the Customer undertakes to pay these additional costs to the Seller.
- 2.8. The Customer agrees with the use of remote means of communication in concluding the Agreement. Costs incurred to the Customer when using remote means of communication in relation to concluding the Agreement (such as internet connection costs, telephone call costs) shall be paid by the Customer.

3. Fulfilment of the Delivery of Goods and Delivery Time

- 3.1. The merchandise will be at Client's risk during transportation unless a different term was agreed prior to the shipment. Delivery times are those agreed to with the Client. Eventual delays, of which Client has been promptly notified will not constitute reasons for request for damages or resolution, even partially, of the contract. Vendor will not be responsible for late delivery or non - delivery of goods due to causes beyond Vendor's control, e.g., lateness of supplier deliveries, lateness or difficulty with transportation, machinery breakdown, incidents caused by storms, strikes, tumult or any other exceptional circumstances which create obstacles in the manufacture or delivery of merchandise. No compensation is payable for missed delivery within the times agreed upon. In the event of pilferage, damages, shortages, etc., the Client should write a statement before acceptance of the merchandise and in the presence of the transporter, describing the irregularities found and damages sustained. The statement

must be according to the particular procedures required in each individual case, (transport by rail, post, courier, etc.). The Client should keep in mind if no complaints is raised at the time of receipt of merchandise, it will not be possible to obtain reimbursement from the transporter for damages sustained.

- 3.2. The Customer shall be fully responsible for taking over the goods under the Agreement. In the event that the Customer authorizes any third party to take over the goods pursuant to the Agreement (hereinafter the "Authorized Person"), the Customer shall be fully responsible for the correctness of the authorization and for the actions of the person to whom it has authorized to take over the goods. The Seller shall not be responsible for any damages incurred to the Customer by such an Authorized Person.
- 3.3. In the event that the Seller or its chosen carrier transfers the goods pursuant to the individual Agreement at the place of delivery determined by a separate agreement to the Authorized Person of the Customer, it shall apply that the Seller or its chosen carrier trusted in the identity of such a person. The Seller shall not be responsible for any consequences arising in relation to the Customer in the event that it becomes apparent that such a person was not in fact authorized by the Customer to take over the fulfilment pursuant to the Agreement.
- 3.4. Risk of damage to the goods (e.g. loss or worsening of the quality of the goods), as well as any additional incurred costs, shall be transferred from Seller to the Customer upon the transfer of the goods to the first domestic carrier. The Customer shall exercise apparent defects to the packaging caused by transportation with the carrier. An incorrect order or deviation in the delivered quantity must be imparted to the Seller in writing immediately, at the latest within 7 business days after the goods are delivered.
- 3.5. Unless agreed otherwise, the delivery method and transportation shall be chosen by the Seller

4. Price

- 4.1. The prices for the goods are specified in the ordering portal of the seller on the website www.optic-arena.com. Any order issued outside the portal will be determined on the price based on the pricelist of the seller, unless determined in writing. The prices specified in the price list/catalogue are current, applicable and binding for both Contracting Parties, unless the Contracting Parties agree otherwise. The prices specified in the purchase price list are per 1 pc and do not include Value Added Tax (VAT).
- 4.2. The prices are specified in Euro (EUR). For any conversion into a currency other than Euro currency, the exchange rate announced by the European Central Bank on the date the Agreement is concluded shall apply.
- 4.3. The Seller shall be entitled to unilaterally change (update) part of, or the entire price list/catalogue. The price for the goods shall become binding when the Agreement is concluded. The price for the goods includes the price of packaging. The Seller reserves the right to charge additional costs incurred with the delivery of the goods (postage, cash on delivery, express, courier service, credit card, etc.) and the Customer shall be obliged to pay these additional costs to the Seller. The Seller shall ensure the transport of the goods only on the order of the Customer and at the expense of the Customer, unless agreed otherwise. Upon the issuing of a new price in the ordering portal, a new price list/catalogue or updates to the price list/catalogue, the previous version will become invalid.
- 4.4. If the obligation of the Customer to pay to the Seller a deposit is agreed in the Agreement, the Seller shall not be obliged to begin fulfilment if the deposit of the Customer has not been paid to the Seller. If the Customer is overdue in paying the

deposit, the Seller cannot be overdue in the fulfilment, and the period for delivery of the goods by the Seller shall be extended for the period for which the Customer is overdue.

- 4.5. The price for the goods does not include assembly or installation of goods and their subsequent servicing. Servicing of the goods (i.e. including the acquisition of any spare parts) shall be secured by the Customer at its own expense, unless agreed otherwise. The Customer shall pay the costs associated with the delivery of any spare part to the Customer. The assembly, installation and servicing of goods shall be provided by the Seller only on the basis of an order of the Customer and at the expense of the Customer, unless agreed otherwise.

5. Payment terms

- 5.1. Payment terms are normally defined before the closing of an order. For customers with deferred payment terms, invoices shall be due 14 days from the date of issuance, unless agreed otherwise. For bank transfer payments, adherence to the due date shall be computed according to the date of the crediting of the payment to the account of the Seller, while for cash payments according to the date of the payment in cash to the person authorized by the Seller.
- 5.2. If the Customer does not pay the price or any part of the price by the due date, the Customer shall be overdue on the following day. If the Customer is overdue with the payment of the price or any part of the price, the Customer shall be obliged to pay to the Seller a contractual penalty in the amount of 0.1% of the owed amount for each day of being overdue. In the event of repeated breach of payment discipline by the Customer, the Seller shall request payment in advance via a proforma invoice, up to the amount of 100% of the price, and/or deliveries of the goods shall be made as cash on delivery. The Seller shall be entitled to offset own receivables after the due date for the Customer toward the receivables of the Customer for the Seller.
- 5.3. The agreed contractual penalty shall not affect the entitlement of the Seller to compensation for damages in the full scope. The Contracting Parties have agreed that if the Customer is overdue, the Seller shall be entitled to compensation for damages in addition to overdue interest.

6. Quality of goods, warranty and claims

- 6.1. The goods shall be delivered in the normal standard quality corresponding to the type of delivered goods, unless the Contracting Parties agree otherwise. Any discrepancies and /or defects in merchandise ordered should be communicated in writing immediately or not later than 15 days from receipt of same . For latent claims the terms of law will apply. If a claim is received on time and is justified, Vendor is liable for substitution of the defective merchandise or reimbursement of relative cost of same, with the exclusion of compensation for damages of any other nature. A simple claim or dispute does not give the Client the right to suspend payment of the invoice. All written claims must report the exact quantity of merchandise, date and invoice and specify the reason for claim.
- 6.2. The Seller shall provide to the Customer a warranty of 24 months on the delivered products specified in the price list/catalogue. The warranty period shall begin running from the date the goods are delivered.
- 6.3. The responsibility of the Seller for defects is governed by the relevant provisions of the Civil Code, as amended, unless agreed otherwise in these GCC or in the Agreement.
- 6.4. The Customer shall be obliged to inspect the goods as soon as possible during and after the transfer of the risk of damage to the goods (i.e. after delivery of the goods to the Customer) and ascertain their condition, quantity and completeness, and to

immediately inform the Seller of all ascertained defects after taking over the goods with the identification of the invoice number or the delivery sheet relating to the claimed goods.

- 6.5. Defects to the goods that are potentially ascertained later on must be exercised with the Seller in writing with an exact description of the defect and identification of the goods. The Customer shall also be obliged to attach a photograph of the exercised defects. The Customer shall also be obliged to prove that the goods had exhibited the claimed defects at the time of the transfer of risk of damages to an item, i.e. when the goods were delivered. If the Customer does not fulfil the conditions of the claims proceedings specified in the Agreement and/or these GCC, the Seller shall not be obliged to acknowledge the claim as justified
- 6.6. The right of the Customer from defective product shall be established by a defect that the item has at the time of the transfer of risk of damages to the Customer, i.e. normally upon the delivery of the goods. The Seller shall also be responsible for defects that occur during the set warranty period after the item is handed over to the Customer, if a warranty was provided in an individual case, and if the Customer proves that the defects were caused via a breach of obligations on the part of the Seller. The warranty does not cover failure to adhere to assembly and installation instructions, normal depreciation, improper use or maintenance of the goods, cases of wilful damage to the goods or damage due to force majeure.
- 6.7. Costs incurred in connection with a claim shall be borne by the Seller in the event of a justified claim and, in the case of an unjustified claim by the Customer. In such a case, the liable party shall pay these costs to the authorized party no later than 30 days from the date of receipt of the invoice in which these costs shall be duly invoiced and enumerated.
- 6.8. If the Agreement is breached insignificantly via defective fulfilment, the Customer shall be exclusively entitled to the removal of such defects or to a reasonable price discount at the Seller's discretion. A condition for the establishment of this claim is the fact that the Customer immediately exercised such defects with the Seller in writing after they were ascertained
- 6.9. If the Agreement is breached significantly via defective fulfilment, the Customer shall be entitled to the removal of such defects (in particular by repair or delivery of new, impeccable fulfilment free of defects), to a reasonable price discount at the Seller's discretion, and/ or the Customer shall be entitled to withdraw from the Agreement. A condition for the establishment of such an entitlement is the fact that the Customer immediately informed the Seller of the defects in writing after ascertaining them.
- 6.10. A claim of surface defects to eyeglass lenses that have already undergone processing in the manufacturing process of the Customer cannot be recognized as a justified claim. The Seller shall not be responsible for defects caused by natural wear or improper handling, for defects caused by transportation, wrong use or storage of goods, improper intervention or neglect of the necessary maintenance of goods, or for mechanical or chemical damage. The Seller shall not be responsible for damages to the goods caused by non-compliance with prescribed or customary methods of use. A condition of the warranty, if it is provided, is that all maintenance and repairs to the goods during the warranty period shall be carried out solely according to the manual and instructions of the Seller. The Seller shall not be responsible for defects to the goods caused by unprofessional maintenance and assembly of the goods.

In particular:

Guaranteed damages:

- Antireflection layer detachment on the external surface of the lens during the edging
- Coating delamination on both surfaces during the usage

Not guaranteed damages:

- Crack on the coating due to the heat source exposure
- Scratches due to the fall of the eyeglasses.
- Scratches due to the usage of a not suitable cleaning cloths or the habit to place the glasses on the lens side

Not adjustment: The management of not adjustment returns shall be agreed on case-by-case basis and it is not always guaranteed;

- 6.11. If the Customer is overdue in the payment of the price pursuant to the Agreement, the Customer shall automatically and irreversibly lose his or her entitlement to any quality warranty pursuant to these GCC and warranty confirmation (warranty certificate). The warranty shall not be provided in such a case.
- 6.12. The Seller shall not be responsible for damages that are incurred by third parties in the event of a faulty instruction from the Customer or faulty assembly of the goods by the Customer or its authorized person. The Customer shall not be entitled to claim compensation for any potential damages incurred in parallel with a claim for liability for defects.

7. Reservation of ownership

- 7.1. The Customer shall acquire ownership right to the goods upon the full payment of the purchase price to the Seller. Until the full payment, the Customer shall not be entitled to encumber the goods with a lien.

8. Mistakes in order issuing

- 8.1. In the event that the Customer orders eyeglass lenses with anti-reflective treatment, but does not specify the exact type in his or her order according to the Seller's catalogue, the Seller shall normally produce, deliver and charge for eyeglass lenses with standard anti-reflective treatment (normally green). In such a case the Customer shall not be entitled to exercise a claim with the Seller in the sense of a substitution or a wrongly-delivered anti-reflective treatment.
- 8.2. The Seller reserves the right to invoice a cancellation fee in the following cases:
 - 8.2.1. A cancellation fee shall not be invoiced in the event the error is clearly on the part of the Seller;
 - 8.2.2. 5% of the value of the returned goods in the event of a disputable telephone order of stock lenses. All telephone orders are always repeated for checking the order and accuracy of the order the Customer;
 - 8.2.3. 20% of the value of the returned goods in the event that the Customer returns stock lenses without their original packaging, or lenses not corroborated by an invoice number or delivery note;
 - 8.2.4. 50% of the value of the returned goods in the event of a disputable order of custom-made lenses.

9. Protection of personal data

- 9.1. The Seller is a personal data administrator registered with the Office for Personal Data Protection and provides protection of personal data to the Customer on the basis of the applicable legal regulations, in particular the Regulation (EU) 2016/679 of the

European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and on the cancellation of Regulation 95/46/EC (hereinafter the “GDPR”).

- 9.2. By registering with the Seller and/or concluding the Agreement, the Customer grants consent to the processing of the following personal data: name and surname, date of birth, address of residence and/or registered office, identification number, tax identification number, e-mail address, telephone number, banking or other connection for the purpose of payment of the purchase price (hereinafter the “personal data”). The Seller undertakes to handle these data in accordance with the principles in Article 5, GDPR.
- 9.3. The Customer grants consent to the Seller to collect, process and store his or her personal data in the scope in which the Customer provided the data to the Seller for the purpose of the fulfilment of the subject of the Agreement, for the purposes of the Seller’s marketing, sending information and commercial communications of the Customer.
- 9.4. Personal data shall be processed for the duration necessary for ensuring the mutual rights and obligations arising from the business relationship, i.e. always at least for the duration of the Agreement, and for the duration for which the Seller shall be obliged/entitled to store the data pursuant to binding legal regulations; the same shall apply if the Agreement is not concluded. Personal data shall be stored in accordance with the aforementioned in the Seller’s database, subject to the terms and conditions of legislation. Once the purpose of the processing has ceased, or if the Seller no longer has any legal reason to process the personal data, the personal data shall be deleted.
- 9.5. Provision of personal data by the Customer to the Seller is voluntary. The Customer shall not be obliged to provide his or her personal data. The only consequence of not providing personal data is that the Seller will not be able to fulfil the purpose of processing.
- 9.6. The Customer may revoke his or her voluntary granted consent at any time. The Customer may send a notification of revocation of consent to the processing of personal data either in writing to the Seller’s delivery address, or by electronic mail. The personal data of the Customer necessary for the fulfilment of the Agreement and for the purposes of the legitimate interests of the Seller or a third party may be processed by the Seller without the consent of the Customer, unless the interests or fundamental rights and freedoms of the Customer prevail over such interests.
- 9.7. The Seller shall be entitled to process personal data in the provided scope manually in writing, or automatically in electronic form.
- 9.8. The Customer acknowledges that he or she shall be obliged to specify his or her personal data correctly and truthfully and shall be obliged to immediately inform the Seller of a change in his or her personal data if the change to the personal data of the Customer could cause the Seller not to be able to properly and in a timely manner fulfil its obligations under the Agreement.
- 9.9. The Seller may authorize a third party as a processor to process the personal data of the Customer.
- 9.10. The Customer shall be entitled to acquire from the Seller information on the processing of its personal data. Seller shall be obliged to immediately provide such information to the Customer. The Customer shall be entitled to acquire from the Seller personal data in a structured, commonly used and machine-readable format. The content of this information is a statement about the purpose of personal data processing; about the personal data or the categories of the personal data that are the subject of the processing, including all available information on their sources; the nature of automated processing in relation to its use for decision-making, if acts or decisions are taken or made on the basis of such processing, the content of which constitutes interference

with the rights and the legitimate interests of the data entity; recipients or categories of recipients. The Seller may request of the Customer a reasonable payment for providing this information that corresponds to the costs necessary for providing information.

- 9.11. In the event that the Customer learns or considers that the Seller is processing the Customer's personal data at variance with the protection of the Customer's private and personal life, or in violation of the law, in particular if the personal data is inaccurate with regard to the purpose of its processing, the Customer shall be entitled to request of the Seller an explanation and removal of the resulting situation; in particular, this may consist of blocking, correcting, supplementation or disposal of personal data. If the Seller fails to comply with the Customer's request, the Customer shall be entitled to directly contact the Office for Personal Data Protection.
- 9.12. The Customer shall be entitled to have the Seller immediately correct inaccurate personal data or, taking into account the purposes of the processing, the Customer shall be entitled to supplement incomplete personal data, also by providing an additional declaration.
- 9.13. The Customer may impart to the Seller that he or she wants to terminate the sending of commercial communications, on Certain Information Society Services, either in writing to the Seller's delivery address, or by electronic mail.
- 9.14. The Seller declares that the personal data of the Customer shall be processed whilst ensuring its protection and confidentiality from unauthorized or unlawful processing, and from accidental loss, destruction and damage. The Seller undertakes to duly protect the personal data of the Customer and not to provide it to third parties, with the exception of the data necessary for the delivery of the goods and with the exception of the fulfilment of the obligations stipulated by legal regulations.

10. Trade secrets

- 10.1. When fulfilling all of the agreements that shall be governed by these GCC, the Customer shall be obliged to keep secret any information ascertained in connection with the fulfilment of individual agreements with the Seller, in particular all of the facts constituting the Seller's trade secrets, not to disclose them to third parties without the Seller's prior written consent and not to use such information for his or her own benefit or the benefit of someone else. The Customer acknowledges that in particular the following constitute a trade secret of the Seller:
 - 10.1.1. price offers, provided discounts, bonuses and all information from which can be derived the business strategy of policy of the Seller,
 - 10.1.2. technical data and documentation, technical designs of goods, samples and all information constituting the intellectual property of the Seller, so long as this is not publicly available and generally known information.
- 10.2. The Customer shall also be obliged to ensure that its employees (even after the termination of their employment) and other persons who learn of the information defined in Article 10.1 of these GCC as part of their work or other similar relationship with the Customer, maintain confidentiality about all of the facts that they were familiarized with during the course of the fulfilment of agreements with the Seller, in particular facts constituting a trade secret of the Seller, and that they do not use their for their own benefit or that of others.
- 10.3. The provisions of Article 10.1 and 10.2 of these GCC shall apply after the end of the cooperation between the Seller and the Customer and are not time-limited.

- 10.4. For each individual ascertained breach of obligations arising from Article 10 of these GCC, the Seller shall be entitled to request of the Customer the payment of compensation of any potentially incurred damages.
- 10.5. With the exception of promotional materials intended for transfer to third parties, which the Customer has acquired for consideration or free of charge in connection with the conclusion of the Agreement with the Seller, the Customer shall be obliged to duly protect all of the documents, samples, materials, technical documentation and aids (hereinafter the "aids") against damage, loss, destruction or misuse. The Customer shall be obliged to protect the aids against third parties and take all precautions to keep their contents secret from third parties if they are to be kept secret.

11. Withdrawal from the Agreement

- 11.1. A Customer who is not a consumer shall only be entitled to withdraw from the Agreement in the cases defined by law.
- 11.2. The Seller shall be entitled to withdraw from the Agreement if it is set out as such by these GCC or valid and effective legal regulations of the Republic of Italy (Civil Code).
- 11.3. If irremovable impediments occur on the part of the Seller that are not the fault of the Seller and which prevent the fulfilment of its obligations toward the Customer, the Seller shall be entitled to unilaterally withdraw from the Agreement in writing, and the Seller shall be obliged to immediately return to the Customer the already-paid amount decreased by the costs incurred thus far from which the Customer has benefited. The Seller shall not be responsible to the Customer for failure to fulfil obligations from a concluded Agreement, or for damages incurred from such non-fulfilment, if non-fulfilment of obligations occurs due to unforeseen and unavoidable events that the Seller could not prevent. The Seller shall not be responsible to the Customer for damages based on agreement that the Customer has concluded with other entities, in particular consequential and indirect damages.
- 11.4. The Seller shall also be entitled to unilaterally withdraw from the Agreement in the event that it is set out as such by the Agreement or by law. The Seller shall be entitled to withdraw from the Agreement if the Customer entered into liquidation or if insolvency proceedings were initiated against the Customer. The Seller shall also be entitled to withdraw from the Agreement or suspend the delivery of ordered goods in the event that the Customer is overdue in fulfilling any of its due obligations toward the Seller for more than 30 days. The Seller shall also be entitled to withdraw from the Agreement if the Customer seriously or repeatedly breaches any of its obligations under this Agreement if the Customer was notified of such a fact in writing and did not take any remedial measures within a reasonable provided period that may not be shorter than 14 calendar days. The Seller shall inform the Customer of suspending delivery. If a delivery is suspended, the Seller shall not be overdue in the fulfilment of its obligations. On the date that all of the owed amounts are paid by the Customer, a new deadline shall begin running for the Seller to fulfil its obligations toward the Customer.
- 11.5. Withdrawal from the Agreement must be in writing and be demonstrably delivered to the other Contracting Party. The effects of a withdrawal from the Agreement shall occur on the date of the delivery of a notice of withdrawal to the other Contracting Party. Withdrawal from the Agreement shall be delivered via a postal shipment to the address of the registered office of the other Contracting Party. Withdrawal from the Agreement shall also be considered delivered on the date when a sent registered postal shipment

was returned as undeliverable, or the moment when the addressee expressly refused to accept the shipment.

- 11.6. In the event of a withdrawal from the Agreement, the Contracting Parties shall return to each other the provided fulfilment immediately after the delivery of a written notice on withdrawal to the other Contracting Party. The Customer shall be obliged to return the goods in their original, undamaged packaging, clean (not dirty), complete and with the original tax document or delivery sheet. If this is not possible (e.g. the goods were destroyed in the meantime or were consumed by a Customer not acting in good faith or by a Customer abusing the right to withdrawal from the Agreement), the Customer must provide to the Seller monetary compensation as the value of that which cannot be returned. The Seller shall be entitled to exercise with the Customer compensation of that which cannot be returned, and to offset its claims against the claim to the return of the purchase price.
- 11.7. Withdrawal from the Agreement shall not affect the arrangements of these GCC and the Agreement, which are to persist even after the termination thereof. Withdrawal from the Agreement shall not affect the obligation of the Contracting Parties to pay a contractual penalty or compensate for other damages.

12. Changes to Terms and Conditions

- 12.1. If any of the provisions of these GCC become invalid, ineffective or unenforceable, or they are at variance with applicable law, it shall apply that they shall be fully separable from the other articles of the relevant document, and thereby the other articles of the GCC or the Agreement shall remain in full force and effect.
- 12.2. The Seller shall be entitled to unilaterally propose reasonable changes to these GCC, in particular, but not exclusively, in relation to changes to legal regulations. The Seller shall inform the Customer of proposed changes to these GCC at least 1 month in advance via its websites or by e-mail, including information on the proposed date of effect. The Customer shall be obliged to become familiar with the proposed wording. If the Customer does not refuse in writing the proposed change to the GCC at the latest on the day before the proposed date of effect, it shall apply that the Customer accepted the proposed change to the GCC with effect from the date proposed by the Seller. If the Customer refuses in writing the proposed change to the GCC, the original wording of the GCC shall remain in force. In the event that the Customer refuses the proposed change to the GCC, the Seller and the Customer shall be entitled to give notice to the Agreement with a 1 month notice period.

13. Other Arrangements

- 13.1. The Customer undertakes not to offer to end customers the goods or sell them for a price lower than the price set out by the valid price list of the Seller for end customers in the territory in which the goods are delivered. The Customer undertakes to only offer and sell the goods to third parties - end customers, and not to entrepreneurs (natural persons and legal entities) as part of their business activities. The Customer undertakes not to offer or sell the goods of the Seller to third parties via an e-shop.
- 13.2. The Customer hereby undertakes to follow the instructions, manuals and directives of the Seller during subsequent handling of the subject of the Agreement – during its subsequent sale, assembly, installation and service.

- 13.3. The Customer undertakes to ensure the promotion, advertising and retention of the Seller's good reputation, in particular by: linking the Seller's website to the Customer's websites, placing the Seller's logo and information about the Seller on the Customer's websites, and by placing the Seller's logo in the Customer's business premises.
- 13.4. By concluding an Agreement with the Seller, the Customer undertakes that for the duration of the validity thereof, the Customer will not engage in competitive behaviour in relation to the Seller that may be damaging to the Seller in its business activities, in particular, that the Customer shall not do the following without prior explicit consent, license or other authorization granted by the Seller:
 - 13.4.1. manufacture the goods that are the subject of this Agreement and the individual agreements concluded on basis thereof
 - 13.4.2. copy, imitate or otherwise use the technical solution used by the seller in the manufacture of the goods, or to pass on this technical solution to third parties
 - 13.4.3. present the goods of the Seller as the Customer's own good goods or the goods of a different entity
 - 13.4.4. nor will the Customer commit any other unfair conduct toward the Seller

14. Competent court

Any controversy will be judged by the Pordenone Court of Law. Both parties revoke and renounce explicitly any other territorial authority.